

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD

In the Matter of Fact-Finding (**Fact-Finding Report**
(**And**
(**Recommendations**
Between (
(
Redbank Valley School District (
(Case No: ACT 88-19-12-W
(
And (
(Date of Hearing: September 4, 2019
(
Redbank Valley Education (
Association, PSEA/NEA (Date of Report: September 23 , 2019

W. Timothy Barry. Esquire
Fact-Finder

For the District: Robert D. Zaruta, Esq.
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For the Association: Patrick J. Andrekovich
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BACKGROUND

By letter dated August 20, 2019, the Pennsylvania Labor Relations Board (PLRB), pursuant to Act 88 of 1992 (Act 88) and the Public Employer Relations Act (PERA), appointed the undersigned as Fact-Finder in the impasse between the Redbank Valley School District (hereafter referred to as the "District") and the Redbank Valley Education Association, PSEA/NEA (hereafter referred to as the "Association"). The Association represents a unit of 83 bargaining unit teachers, who work for the District, located in New Bethlehem, Pennsylvania.

The parties to this Fact-Finding have an ongoing bargaining relationship and are parties to a collective bargaining agreement (hereafter referred to as the "Agreement"). The parties met several times for the purpose of negotiating a successor Agreement, but were unable to reach agreement on all issues raised during the course of bargaining. As a result, a Request for Fact-Finding was initiated by the Association.

In accordance with the Board's Order, the parties filed written statements of the issues in dispute with the Fact-Finder involving the following issues:

1. Term
2. Salary
3. Grievance Procedure
4. Demotions/Furloughs
5. Reassignments
6. School Work Year
7. School Work Day
8. Health Insurance
9. Dental Insurance
10. Personal Leave Day
11. Reimbursement for Graduate Credit
12. Retirement Bonus
13. Early Retirement Incentive
14. Removal of Dean of Students/Activities Coordinator From Unit
15. Wages for Extracurricular Positions
16. Professional Pay Periods
17. Class Sizes
18. Preparation Periods
19. Bereavement Leave
20. Sick Leave/Family Sick Leave

On September 4, 2019, a formal fact-finding hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned in New Bethlehem, Pennsylvania. During the hearing, both parties were afforded a full opportunity to present testimony, examine and cross examine witnesses and introduce oral explanations and documentary evidence in support of their respective positions.

Executive Session discussions were held telephonically. Through these discussions, this Fact-Finder was given a thorough understanding of each party's position on the outstanding issues.

To arrive at the following recommendations, this Fact-Finder relied upon, among other things, the following criteria:

The reliable and credible testimony provided, the evidence presented at the Fact-Finding Hearing and further clarifications given to questions of this Fact-Finder during Executive Session discussions. The expiring collective bargaining agreement.

Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other school districts.

The interest, welfare of taxpayers, and the ability of the District to finance and administer the issues proposed.

The understanding that each individual issue has been reviewed for its relative individual merit; at the same time, each individual issue has also been reviewed with consideration given to whether or not it appropriately fits into the Agreement created through this process.

ISSUE 1

Term

- **Current Contract Language**

Article A2: **Term of Agreement**

The term of agreement shall begin on July 1, 2014, and shall continue in full force and effect until June 30, 2019, or until such later date as the two parties may hereinafter agree to be extended ending date. Any such extended date shall be evidenced by an amendment to this agreement, to which both parties shall signify their approval by affixing their signature thereto.

- **District's Position**

The District proposes a 2-year term.

- **Association's Position**

The Association proposes a 5-year term.

- **Recommendation**

4 years—July 1, 2019 through June 30, 2023

ISSUE 2

SALARY

- **District's Position**

The District initially proposed a total freeze to salaries in year 1 and year 2 of the Contract, including a step freeze.

On July 9, 2019, the District proposed the following wage increases for teachers as part of a Comprehensive Package Counterproposal (a proposal which is limited to salary and insurance):

<u>2019-20</u>	<u>2020-21</u>
\$650*	\$650

There will be no step increases for teachers during the term of the contract. Teachers will remain on same step throughout the contract.

*If an Agreement is not reached and ratified within the near future, retroactivity may no longer be available.

- **Association's Position**

The Association is proposing a 3.5% raise each of the 5 years of the agreement. The Association will distribute all wage increases and create all salary schedules not to exceed the agreed upon percentage.

All wage proposals will be based on the agreed upon 2018-19 Matrix and payroll. (See attached).

All Bargaining Unit Members will move one (1) step at the beginning of each school year, until the top step is achieved.

When a bargaining unit member moves from the Bachelor's to Master's column, the change in pay for the employee will occur within thirty (30) days of proof of certification.

- **Recommendation:**

The Association will distribute all wage increases and create all salary schedules for approval of the District, not to exceed the following percentages, inclusive of step increases, based upon eighty-three (83) employees:

2019-20 ---- 2.0% **retroactive to July 1, 2019**

2020-21 ---- 2.5%

2021-22 ---- 2.75%

2022-23 ---- 2.9%

ISSUE 3

Grievance Procedure

- **District's Position**

The District proposes to add a new Step 4 in between the previous Step 3 and 4 to provide mediation before arbitration.

Step 4:

If the action in Step 3 fails to resolve the grievance within the prescribed time limits to the satisfaction of the affected parties and the Association intends to pursue the grievance further, the Association must, within seven (7) days of completion of Step 3, and prior to moving to Step 5 arbitration, make a request to the Superintendent for a mediation meeting with a representative from the District to discuss amicable resolution of the grievance. Upon receiving such request, the Superintendent shall, within a reasonable amount of time, schedule a mediation meeting to be attended by a representative from the District, a representative from the Association, and the grievant(s). At this meeting, each party shall present its position(s) and make good faith efforts to resolve the grievance. The grievance shall not move to Step 5 until this step has been completed.

Revise Step 4 (current Step 4) as follows:

Step 4:

If the action of Step 3-4 fails to resolve the grievance within the prescribed time limits to the satisfaction of the affected parties, at the discretion of the Association, the grievance shall be referred to binding arbitration as provided in Section 903 of Act 195, and use of the services of the Statue Bureau of Mediation.

- **Association's Position**

No new Step 4

- **Recommendation**

No new Step 4 – Current Contract Language

ISSUE 4

Demotions/Furloughs

- **District's Position**

Demotion or furlough of a member of the bargaining unit shall be made in compliance with the provisions of the Public School Code. Delete the following subparagraphs of Article C3:

1. In the event that the District has cause to demote or furlough a member of the bargaining unit, said demotion or furlough shall be accomplished exclusively on the basis of seniority.
2. A demoted or furlough employee shall have the right of first recall of all available work for which said employee is certified.
3. An employee who is demoted or furloughed shall be entitled to accrue seniority as if employed on a full-time basis, to be placed on the salary schedule as if regularly employed with salary appropriately prorated, and to receive prorated fringe benefits. Any current part-time employee receiving full benefits will continue to do so.

- **Association's Position**

The Agreement should follow Pennsylvania law.

- **Recommendation**

Change the Contract as follows:

Demotion or furlough of a member of the bargaining unit shall be made in compliance with the provision of the Public School Code. Delete 1 through 3 in Article C3 above.

ISSUE 5

Reassignments

- **Current Contract Language**

Article C7: Reassignments

All professional or temporary professional employees shall be notified by July 1st of his/her reassignment (including, but not limited to a change in room, subject area, grade level, or building.) If the reassignment includes a change in room or building, the district will provide labor to move teacher's items to employee's new area of assignment at a time mutually convenient to all parties involved.

Any professional or temporary professional employee who is reassigned will have a personal conference with his/her respective administrator prior to the reassignment.

Resignations, retirement, and/or illnesses that create vacancies after July 1st, which could necessitate reassignment, will not be limited by this article.

Assignment will be made in the best interest of students involved.

- **District's Position**

All professional or temporary professional employees shall be notified by August 1st of his/her reassignment (including, but not limited to a change in room, subject area, grade level, or building.) If the reassignment includes a change in room or building, the district will provide labor to move the teacher's items to employee's new area of assignment at a time mutually convenient to all parties involved.

Any professional or temporary professional employee who is reassigned will have a personal conference with his/her respective administrator prior to the reassignment.

Resignations, retire, and/or illnesses that create vacancies after August 1st, Which could necessitate reassignment, will not be limited by this article. **Assignments will be made in the best interest of students involved.**

- **Association's Position**

No change to July 1, 2019.

- **Recommendation**

No change to Current Contract Language.

ISSUE 6

School Work Year

- **Current Contract Language**

Article C8: School Work Year

The school work year for professional and temporary professional employees of the Redbank Valley School District shall not exceed 183 days, comprising 180 days when pupils are in attendance, two in-service days and the 183rd day at the discretion of the school district.

Up to nine (9) hours during the school year shall be used for extension of teachers' meetings, parent's night, emergency meetings, or meetings which are held after the regular school day for state or district-mandated programs. State mandated meetings may include, but are not limited to, such meetings as IEP, IST, MDE, CER, etc. (These are only to serve as examples and are not an all-inclusive list.) After serving the nine (9) hours, the employee will be compensated at an hourly rate based on his/her per diem rate. The nine (9) hours will not be added as hours of instruction or extra days of service. Use of the nine (9) hours require approval of the principal or other administrator.

- **District's Position**

The school work year for professional and temporary professional employees of Redbank Valley School District shall not exceed **185** days, comprising 180 days when pupils are in attendance, **four** in-service days and the **185th** day at the discretion of the school district.

.....

- **Association's Position**

The school work year for professional and temporary professional employees of the Redbank Valley School District shall not exceed 183 days, comprising 180 days when pupils are in attendance, two in-service days and the 183rd day at the discretion of the school district. Up to nine (9) hours during the school year shall be used for extension beyond the normal work days, or teachers' meetings, parents' night, emergency meetings, or meetings which are held after the regular school day for state of district-mandated programs. State mandated meetings may include, but are not limited to, such meetings as IEP, IST, MDE, CER, etc. (These are only to serve as examples and are not an all-inclusive list.) After serving the nine (9) hours, the employee will be compensated at an hourly rate based on his/her per diem rate. The nine (9) hours will not be added as hours of instruction or extra days of service. Use of the nine (9) hours requires approval of the principal or other administrator.

- **Recommendation**

Do not add two (2) additional in-service days. Current Contract Language.

ISSUE 7

School Work Day

- **Current Contract Language**

Article C9: School Work Day

The normal work day (including a thirty (30) minute duty free lunch) shall be 7 and $\frac{3}{4}$ hours at the Junior-Senior High School, and 7 and $\frac{1}{2}$ hours at the elementary schools. Teacher's start time as determined by the District shall be no earlier than 7:30 a.m., end time will be no later than 4:00 p.m., and shall be uniform by building, with the exception of those teachers assigned to bus duty, who will remain on duty without further compensation until all students have boarded their buses.

- **District's Position**

Change as follows:

Article C9: School Work Day

The normal work day (including a thirty (30) minute duty free lunch) shall be 7 and $\frac{3}{4}$ hours at the Junior-Senior High School, and 7 and $\frac{3}{4}$ hours at the elementary schools. Teacher's start time as determined by the District shall be no earlier than 7:30 a.m., end time will be no later than 4:00 p.m., and shall be uniform by building, with the exception of those teachers assigned to bus duty, who will remain on duty without further compensation until all students have boarded their buses.

- **Association's Position**

Keep Current Contract Language

- **Recommendation**

Current Contract Language

ISSUE 8

Health Insurance

- **Current Contract Language**

Article D2: Health Insurance

Effective January 1, 2017:

The Redbank Valley School District shall pay full premium payments for individual and family coverage for health/hospitalization insurance with the Blue Cross/Blue Shield – PPO Blue Qualified High Deductible Health Plan, with benefits as described in the attached grid. The amounts of the deductibles shall be adjusted as necessary over the life of this Agreement to comply with the minimum annual deductibles required by the IRS as not to disqualify participants from being eligible to open and have contributions into a Health Savings Account (HSA). During the term of this agreement, the employer contribution to the employee HSA shall be transferred on or about the first business day in January of each year to the bank administering the HSA. For new employees or employees changing coverage during the year (for example, individual to family), the employer contribution shall be made on or about the first business day of the effective date of coverage. It is understood that a period of time may be necessary in order for the monies to be processed and posted to the employee's HSA. Employees will be provided with a debit card in order to access monies from the HSA account for the purpose of paying their providers for the eligible healthcare expenses. For those employees who participate in the QHDHP but are not eligible for HSA contributions due to other requirements for eligibility as described in IRS Publication 969, a Health Reimbursement Arrangement (HRA) will be provided with the same employer contributions and benefit provisions as an HSA account (including the benefits of rolling over balances from year-to-year, earning interest on the balance and having access to the funds after leaving the QHDHP or terminating employment.)

The District will contribute into an HSA for each participating employee in each year of the QHDHP the following percentages of the in-network deductible for the applicable plan tier (individual or family.) If the deductible should change according to IRS requirements, the District will maintain the contribution at the appropriate percentage of the IRS deductible.

2017 Plan Year – 55%

2018 Plan Year – 55%

2019 Plan Year – 55%

The monthly administrative fee and transaction fees for the Health Savings Account or possible HRA will be paid by the District.

The Parties will mutually agree to any change in the carrier or guideline for coverage.

The Board of Education shall provide each employee with a complete description of the healthcare insurance provided under this Article. When the School Board is contemplating a change in carrier, the Association will be notified and given the opportunity to provide input. Any change will require a minimum of 90 days-notices to the Association.

Employees shall have the right to opt-out of the District-offered Health Care Plan in exchange for monetary compensation as set forth in this paragraph. Any employee who chooses not to participate in the health insurance shall receive a payment ("Opt-out Payment"), which will be included in the employee's last pay of the year. The amount of the Opt-out Payment will depend on the number of employees who choose not to participate in the District-offered Health Care Plan, at the time enrollment closes on December 31 of each year, as follows:

- 0-4 employees = \$2,000 per employee
- 5-7 employees = \$4,000 per employee
- 8-10 employees = \$6,000 per employee
- More than 10 employees = \$8,000 per employee

An employee whose circumstances change due to a qualifying event shall be permitted to re-enroll in the health insurance and the Opt-out Payment shall be prorated based on the portion of the year when coverage is waived. The employee shall be reinstated in the District’s plan effective the first day of the next full calendar month. A “qualifying event” shall include death of a spouse, termination of spouse’s coverage for any reason, divorce, or retirement of either the employee or the spouse.

- **District’s Position**

Changes:

- **Deductibles for the QHDHP will be the federal minimum as dictated by the IRS.**
- **The District’s contribution to the HSA will change from 55% to 0%.**
- After the deductible is met, the following services will have co-pays:

Physician Office Visits	\$20
Specialist Office Visits	\$40
Diagnostic Services	\$20
Basic Diagnostic	\$20
Allergy Extracts	\$15
Emergency Room	\$125
Urgent Care	\$20
Spinal Manipulation Services	\$30
Physical Therapy Services	\$20
Speech and Occupational Therapy Services	\$20
Prescription Drugs – Generic	\$5
Prescription Drugs – Brand	\$30

- Add the following provision related to spousal health coverage:

Spousal Coverage

An employee must apply annually for insurance coverage for his/her spouse using a form provided by the District.

An employee’s spouse, who is eligible for health insurance coverage offered by the spouse’s employer, must enroll in that plan whether the spouse’s employer plan is contributory or non-contributory.

In the event an employee's spouse does not enroll in the spouse's employer's health insurance plan, and the spouse is eligible for coverage at the spouse's place of employment, the spouse will be ineligible to enroll in the District's health insurance plan.

In the event that an employee's spouse is no longer provided health insurance benefits by the spouse's employer, the spouse shall be immediately covered by the District's plan upon written notice to the Business Office.

In the event an employee's spouse is not eligible for healthcare insurance through the spouse's employer, the spouse shall be required to submit an affidavit stating the same. The affidavit form is found in the appendix of this collective bargaining agreement.

If at any time, an employee's spouse who is enrolled in the District's Plan Becomes eligible for health care insurance through the spouse's employer, the employee has an obligation to immediately notify the business office and remove the spouse from the District's plan.

- **Association's Position**

Health care remains unchanged.

- **Recommendation**

School District contribution into an HAS for each participating employee shall be the following percentages:

2020 Plan Year – 55%

2021 Plan Year –50%

2022 Plan Year –45%

2023 Plan Year –45%

Co-pays will increase as proposed by the School District, but will not further increase during the term of the four (4) year Contract, except by mutual agreement of the parties through the Health Care Committee process.

Starting on January 1, 2020, the parties shall establish a Health Care Committee who shall meet at least quarterly to discuss ways to reduce the District's health insurance costs and to keep the highest affordable level of health insurance benefits for employees and their families. The Health Care Committee shall also investigate and address the issue of spousal coverage and find ways to reduce the District's health insurance costs by limiting or eliminating District coverage for spouses who have health insurance coverage available to them through their employers.

ISSUE 9

Dental Insurance

- **Current Contract Language**

Article D3: Dental Insurance

The Redbank Valley School District shall pay full premium payments for individual and family coverage in a group dental insurance plan that has been mutually agreed upon the District and the Association. Any changes in carrier or coverage levels will be mutually agreed upon by both the School Board of Directors and the Association,

When the School Board is contemplating a change of carrier, the Association will be notified and give the opportunity to provide input. Any change in the carrier will require a minimum of 90 days-notice to the Association.

The Dental Care policy provided by the Board of Education will include the Following coverage with a \$2,000 annual maximum:

100% Coverage:	Diagnostic Preventative Minor Restorative Minor & Major Surgical Endontics Denture Repair & Relining
80% Coverage:	Periodontics (Surgical & Non-Surgical) Prosthodontics (Removable & Fixed)
50% Coverage:	Major Restorative
Orthodontics:	\$2,000 lifetime maximum per child

The District agrees to negotiate with the carrier to provide the option for the employee to buy additional group rate insurance at his/her expense.

- **District's Position**

The District proposes to change dental insurance to United Concordia.

- **Association's Position**

Okay with change since there is no difference in coverages.

- **Recommendation**

Change dental plan to United Concordia since there is no difference in coverages.

ISSUE 10

Personal Leave Day

- **Current Contract Language**

Article D7: Personal Leave Day

Two (2) personal leave days per year, cumulative to five (5), are provided for members of the professional and temporary professional staff. When an employee has accumulated five (5) personal days, all of the days beyond five (5) shall be converted at the commencement of the following school year to sick leave days.

- A. Use of a personal day requires prior approval by the high school or elementary principal.
- B. The professional or temporary professional employee will make his or her request known three (3) days in advance of the Personal Day he or she is requesting, except in an unforeseen emergency situation at which time the request will be cleared with the chief school administrator.
- C. **A maximum limit of five (5) professional or temporary employee staff in the high school and five (5) in the elementary schools will be granted a Personal Leave before a vacation period or the day following a vacation period.**
- D. A maximum limit of five (5) professional or temporary professional employee staff in the high school and five (5) in the elementary schools will be granted a Personal Day on any one day.

Itinerant teachers will be counted as part of the school staff, for the Day of Personal Leave, in the school to which they are assigned for the day.

- **District's Position**

The District proposes to add a new Section E as follows:

Two (2) personal leave days per year, cumulative to five (5), are provided for members of the professional and temporary professional staff. When an employee has accumulated five (5) personal days, all of the days beyond five (5) shall be converted at the commencement of the following school year to sick leave days.

- E. Personal Days may not be taken during the first two weeks or last two weeks of the school year.

- **Association's Position**

Amend Paragraph C as follows:

Article D7: Personal Leave Day

Two (2) personal leave days per year, cumulative to five (5), are provided for members of the professional and temporary professional staff. When an employee has accumulated five (5) personal days, all of the days beyond five (5) shall be converted at the commencement of the following school year to sick leave days.

- A. Use of a personal day requires prior approval by the high school or elementary principal.
- B. The professional or temporary professional employee will make his or her request known three (3) days in advance of the Personal Day he or she is request will be cleared with the chief school administrator.
- C. **A maximum limit of five (5) Professional or temporary employee staff in the high school and Five (5) in the elementary schools will be granted a Personal Leave before a vacation period or the day following a vacation period.**
- D. A maximum limit of five (5) professional or temporary professional employee staff in the high school and five (5) in the elementary schools will be granted a Personal Day on any one day.

Itinerant teachers will be counted as part of the school staff, for the day of Personal Leave, in the school to which they are assigned for the day.

- **Recommendation**

Current Contract Language—No change.

ISSUE 11

Reimbursement for Graduate Credit

- **District's Position**

Revise Paragraph B. of Article D 10 as follows:

Graduate credit reimbursement will be paid to professional or temporary professional staff members under the following conditions:

- A. Reimbursement for all credits (approved by PDE) past the first 12 for any bargaining unit member will be made at 100% of the Pennsylvania State System of Higher Education rate. The Vocational-Agriculture teacher shall be entitled to the Penn State University rate for reimbursement for credits.
- B. Reimbursement will be paid for a lifetime maximum of twelve (12) approved graduate credits per bargaining unit member.

- **Association's Position**

Current Contract Language

- **Recommendation**

Current Contract Language

ISSUE 12

Retirement Bonus

- **District's Position (See Below)**

The District proposes to delete Article D12 in its entirety.

- **Association's Position – Add the red-lined sentence to Article D12**

Article D12: Retirement Bonus

During the life of this contract, a stipend of \$70 per year for each year of teaching in the Redbank Valley School District will be paid to retiring teachers or those who die while employed by the District. **All Retiree's will receive fifty dollars (\$50.00) for each unused sick/personal day at the time of retirement.** The lump sum will be paid, if the Board of Education is notified, in writing, by May 1, of the school year of retirement. Failure to retire, after receiving the retirement stipend, will result in the individual repaying the money to the School District.

Notice of retirement received after May 1st, may result in a delay of payment of the lump sum bonus of up to 90 days.

- **Recommendation**

Current Contract Language

ISSUE 13

Early Retirement Incentive

- **District's Position**

The District proposes to delete the Early Retirement Incentive its entirety.

- **Association's Position**

Keep the Early Retirement Incentive.

- **Recommendation**

Eliminate the Early Retirement Incentive. If the School District desires to offer an Early Retirement Incentive during the 4 year term of the Agreement, it is free to do so.

ISSUE 14

Removal of Dean of Students/Activities Coordinator from Unit

- **District's Position**

The District proposes that the parties file a joint unit clarification petition requesting the PLRB remove the work performed by Dean of Students/Activities Coordinator positions from the bargaining unit and make it an Act 93 position.

- **Association's Position**

The Association opposes the unit clarification petition.

- **Recommendation**

The District may file, if appropriate, a U.C. petition with the P.L.R.B. **concerning** this matter.

ISSUE 15

Wages for Extracurricular Positons

- **District's Position**

Current Contract Language

- **Association's Position**

Update list to reflect all current positions.

The Association is proposing a 2.8% increase to the 2018-19 extracurricular positions each year for the length of the Agreement.

- **Recommendation**

Update List to reflect all current positions. Extracurricular positions will be increased by 1.5% each year of the 4 year agreement.

ISSUE 16

Professional Pay Periods

- **District's Position**

Current Contract Language

- **Association's Position**

All bargaining unit members will be paid bi-monthly, on the fifteenth (15th) and last day of each month. In the event either is a Saturday, Sunday, or holiday, members will be paid one (1) day prior.

- **Recommendation**

All bargaining unit members will be paid bi-monthly, on the fifteenth (15th) and last day of each month. In the event either is a Saturday, Sunday, or holiday, members will be paid one (1) day prior.

This change will be made for professional and support personnel.

ISSUE 17

Class Sizes

- **District's Position**

Current Contract Language

- **Association's Position**

New Language: Class sizes: There will be no more than 20 elementary students per classroom at the elementary/primary level and no more than 25 students per class in the intermediate and High School levels, excluding extra-curricular activities.

- **Recommendation**

Current Contract Language

ISSUE 18

Preparation Periods

- **District's Position**

Current Contract Language

- **Association's Position**

The District agrees to provide each secondary and elementary staff with minimum of five (5) uninterrupted preparation periods per week during the student school day. The preparation periods shall be not less than ~~30~~ forty (40) minutes in length, five times per week, and will not include non-instructional time at the beginning or end of the work day.

When it is necessary for professional staff to provide coverage during their scheduled preparation periods, they shall be compensated at the rate of twenty-five dollars (\$25.00) for each lost preparation time ~~or forty (40) minutes compensation time at the discretion of the bargaining unit member.~~ **At the**

conclusion of each school year, all unused compensation time will be reimbursed at \$25.00 per occurrence.

- **Recommendation**

Current Contract Language

ISSUE 19

Bereavement Leave

- **District's Position**

Current Contract Language

- **Association's Position**

The Association proposes:

In the case of the death of a near relative, there shall be no deduction of salary for absence on the day of the funeral. A near relative shall be defined as first cousin, grandfather, grandmother, step grandparent, **grandparent-in-law**, aunt, uncle niece, or nephew **or ex-in-laws due to death or divorce**.

- **Recommendation**

Current Contract Language

ISSUE 20

Sick Leave / Family Sick Leave

- **District's Position**

Current Contract Language

- **Association's Position**

The Association proposes the following new language:

NEW LANGUAGE; Sick Day Incentive: Employee shall be paid for unused sick days in accordance with the following schedule:

2019-2024	
Use 0 days	\$400
Use 1-2 days	\$300
Use 3-5 days	\$200

- **Recommendation**

Current Contract Language

CONCLUSION

In conclusion, the parties are directed to review the Fact-Finding report and, within ten (10) calendar days from the date of the issuance of this report, to inform the Pennsylvania Labor Relations Board and each other if they accept or reject this report.

Confidentiality of the report should be maintained during the ten (10)-day considerations period and until officially released for publication by the Board in the event of a rejection.

The Fact-Finder submits the Findings and Recommendations as set forth herein.

**W. Timothy Barry, Esquire
Fact-Finder
Pittsburgh, Pennsylvania**

Issued: September 23, 2019